

Great Brit. George III No 25

[1]

35067
14




C. 25

A N

A C T

For Dividing and Inclosing the Open and Common Field, Common Meadows, Common Pastures, Common Grounds, and Commonable Lands, within the Hamlet and Liberties of Princethorp, in the Township and Parish of Stretton upon Dunsmore, in the County of Warwick.

 **WHEREAS** there is in the Hamlet and Liberties of *Princethorp*, in the Township and Parish of *Stretton*, upon *Dunsmore*, in the County of *Warwick*, One Large, Open, and Common Field, called *Princethorp Field*, consisting of **FOURTEEN YARD LANDS AND AN HALF**, or thereabouts. **And** also, a certain large Piece of Pasture and Wood Ground, called *Princethorp Heath*, and other odd Parcels of Land, which Premises contain together about One thousand Acres.

A

And

Impropriator. **And whereas** *Richard Jennens* of *Weston*, in the County of *Northampton*, Esq; is the Rector Impropriate of *Princethorp* aforesaid, and in Right of his Rectory, or otherwise, is intitled to, and seized of the Tythes of all Corn, Grain, and Hay, or other great or impropriate Tythes arising, and yearly increasing, within the Hamlet and Liberties of *Princethorp* aforesaid, except the Tythe of the Hay of certain Meadows in the Hamlet and Liberties of *Princethorp* aforesaid, called *Broad Meadow*, *Cosley Meadow*, *Little Meadow*, *Longburst Meadow*, *Smednam Meadow*, and *Rately Meadow*, and the Tythe of the Hay of the Hades and Balles arising within the Hamlet and Liberties of *Princethorp* aforesaid, in lieu whereof he hath and doth enjoy a certain Hook in the Hamlet and Liberties of *Princethorp* aforesaid, called the *Tythe Hook*.

Vicar. **And whereas** *Rodolph Sheward*, Clerk, is Vicar of the Parish Church of *Stretton* aforesaid; and in Right of his Vicarage is intitled to all the small and Vicarial Tythes, arising and yearly increasing within the Hamlet and Liberties of *Princethorp* aforesaid, or to certain Modusses or Compositions in lieu thereof. Except nevertheless the Tythe of Wood, which the Reverend *Gilbert Swanne*, Doctor in Divinity, and Vicar of *Wolston*, in the said County of *Warwick* is seized of, or intitled unto, in Right of his Vicarage of *Wolston* aforesaid.

Proprietors. **And whereas** the said *Richard Jennens*, *Stanes Chamberlayne*, Esq; *Richard Shuckburgh*, Esq; *Thomas Herbert Noyes*, Esq; and others, are together seized or possessed of, and are the Owners of all the said Common Field, Common Meadows, and Commonable Lands in the Hamlet and Liberties of *Princethorp* aforesaid. And the said several Owners, or some of them, in respect of their several Lands are intitled to, and do enjoy Common of Pasture for their Cattle, in, over, and upon all the said Common Field and Commonable Lands at stated times in the Year, by a determinate Stint, and in a certain Proportion.

Owners of the Heath. **And whereas** the Right Honourable *Mary*, Countess of *Cardigan*, Wife of the Right Honourable *George* Earl of *Cardigan*, or her Trustees, are seized or possessed of the Soil of the said Piece of Pasture Ground, called the *Heath*, and of all the Timber Trees, and Wood growing thereon. And the said *Richard Jennens*, *Stanes Chamberlayne*, and others, Proprietors as aforesaid, are together seized or possessed of, and do enjoy the Depasturage thereof, at all times in the Year, by a determinate Stint, and in a certain Proportion, together, with the Furze and Thorns growing thereon.

Cottage Commons. **And whereas** the said *Richard Jennens* and *Stanes Chamberlayne*, in Right of their several Messuages, Cottages, or Tenements in *Princethorp*

thorp aforesaid, are respectively intituled to, and do enjoy certain Rights of Common (commonly called Cottage Commons) in, over, and upon the said Common Field, and Commonable Lands, at stated times in the Year, by a determinate Saint, and in a certain Proportion.

And whereas the Lands and Grounds before described are inconveniently situated, with Respect to the several Houses of the Proprietors thereof, in *Princetborp* aforesaid, and in their present Situation are incapable of Improvement; and the said Proprietors of the said Lands and Grounds before described, are desirous that the same Lands and Grounds may be divided and inclosed; and that specifick Shares thereof may be allotted and assigned unto, and amongst them in Severalty, in Lien of, and in Proportion to their respective Lands, Tythes, Common Rights and Interests therein, as the same are undivided and uninclosed. But, although such Division and such Inclosure will tend greatly to the Advantage of the Parties concerned, and be a great Improvement of their respective Properties in the said Lands and Grounds before described; yet, as the same cannot be effectually made and established without the Aid and Authority of Parliament:

Allegations.

Agreement to Inclose.

Second Allegation.

May it therefore please your most Excellent MAJESTY,

That it may be Enacted, and be it Enacted, by the KING's Most EXCELLENT MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That the Reverend Henry Homer, of *Burdingbury* in the County of *Warwick*, Clerk; *Job Baseley* the younger, of *Priors Marston*, in the said County of *Warwick*, Gentleman; *John Newcombe*, of *Brinklow*, in the said County of *Warwick*, Gentleman; *Francis Burton*, of *Aynhoe*, in the County of *Northampton*, Gentleman; and *Thomas Grace*, of *Shawel*, in the County of *Leicester*, Gentleman; shall be, and are hereby appointed Commissioners for Dividing, Allotting, and Inclosing the said Common Field, called *Princetborp Field*, and all Arable Meadow, Ley, and Pasture Grounds, and Commonable Lands comprized within the same; and also the said Pasture Ground, called the *Heath*, and for putting this Act in Execution; and that the said Commissioners appointed by this Act, or their Successors, or any Three or more of them, may Allot, Inclose and Divide the same, on or before the First Day of *December*, One thousand Seven hundred and Sixty-two, or as soon after as it may conveniently be done, in the manner, and subject to the Rules, Orders, and Directions, in and by this Act ordered, appointed, and prescribed.

Enacting part of the Bill, and Appointment of Commissioners.

And

Directions for
a Survey.

And for the more just and regular Division and Distribution of the said Common Field, Commonable Lands and Heath, so to be divided and allotted as aforesaid; and for the better ascertaining of the same; **It is further Enacted and Declared,** by the Authority aforesaid, That a true and perfect Survey and Admeasurement, shall be made of the said Common Fields, Commonable Lands and Heath, intended to be inclosed as aforesaid, some Time before the First Day of *August* which shall be in the Year of our Lord One thousand Seven hundred and Sixty-two, or as soon after as the same can conveniently be done, by such Person or Persons as the said Commissioners, or their Successors, or any Three or more of them shall for that Purpose nominate and appoint. And that such Survey and Admeasurement shall be reduced into Writing, and the Number of Acres, Roods and Perches belonging to each Proprietor, at the Time of such Survey made, shall be therein set forth and specified. And the said Survey shall be laid before the said Commissioners, or their Successors, or any Three or more of them, at all and every of their Meetings to be had in Pursuance of this Act.

Directions for
allotting the
Premises.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners or their Successors, or any Three or more of them, shall have full Power and Authority, and they are hereby authorised and required as soon as conveniently may be, after the said Survey shall have been made, and laid before them as aforesaid, to set out, ascertain, and allot the said Common Field, Common Pastures, and Commonable Lands so appointed to be surveyed; and intended to be inclosed as aforesaid, unto and amongst the several Persons intitled to Lands, Tythes, Cottage Commons, and Common Right as aforesaid, as near as conveniently may be to their respective Dwellings, and in Proportion to their respective Interests, Right of Common and other Properties in the said Common Field, Lands and Pastures, intended to be inclosed as aforesaid, but subject nevertheless to the Rules, Orders, and Directions in this Act contained. And that it shall and may be lawful to and for the said Lady *Cardigan* and her said Trustees, or any of them, at any Time before such Inclosure and Division shall be finished; to cut down the Timber and Wood, except Thorns, now growing on the said Commonable Lands and Grounds called the *Heath*, and to convert the same to her and their own Use and Benefit.

Power for
Lady *Cardi-*
gan to cut
down Timber,
from off the
Heath.

Commission-
ers not to give
undue Prefe-
rence.

Provided, and it is hereby Enacted and Declared, That the said Commissioners, or their Successors, or any of them, shall not give any undue Preference to any of the Parties interested and concerned in the said intended Division or Inclosure in respect of their Allotments or Shares in the said Common Field, Lands and Pastures intended to be inclosed as aforesaid; but that the said Commissioners or their Successors in making their Allotments, shall have due Regard to the Quality, Situation, and Convenience, as well as Quantity of the Lands and Goods of the several

ral Parties, to or for whom the same shall be assigned or allotted in Pursuance of this Act.

Provided also, and it is hereby further Enacted, That if any Commissioners to settle Disputes. Dispute or Difference shall arise between the said Parties interested in the said intended Division and Inclosure, or any of them, touching or concerning the respective Shares and Proportions, or the respective Rights and Interests which they, or any of them now have, or claim to have, in the said Common Field, Lands, and Pastures, intended to be inclosed as aforesaid; it shall, and may be lawful to and for the said Commissioners or their Successors, or any Three or more of them; and they are hereby required by Examination of Witnesses, upon Oath, (which Oath the said Commissioners, or their Successors, or any Three or more of them are hereby authorised to administer) and upon other proper Enquiry, Evidence, and Satisfaction to hear, and finally determine the same, and such Determination shall be binding and conclusive to all Parties whatsoever.

And it is hereby further Enacted, That the said Commissioners Vicar's Allotment. or their Successors, or any Three or more of them do and shall in the first Place allot and assign unto, and for the said *Rodolph Sheward*, and his Successors, Vicars of the Parish Church of *Stretton* aforesaid, such Plot or Parcel of the Lands and Grounds intended to be inclosed as aforesaid, as in the Judgment of the said Commissioners, or their Successors, or any Three or more of them shall be a Compensation for all such Tythes, Payments, or Compositions in lieu thereof, as are now, or which have been annually arising out of the Lands and Grounds intended to be inclosed as aforesaid, having Regard only to what the same are annually worth, and not to what the same have been usually letten for, which said Allotment to the said *Rodolph Sheward*, shall improve in such Proportion as the said Commissioners, or their Successors, or any Three or more of them shall think reasonable: And shall be made to the said *Rodolph Sheward*, and his Successors, from and out of the particular Parcels of Land, now respectively chargeable with, or liable to the Payment of any Tythes, Modusses, or Compositions to him, or out of the several Lands to be allotted in the lieu thereof.

And whereas, there are certain Pieces of old Inclosure, within the Hamlet of *Princetborp* aforesaid, out of which the said *Rodolph Sheward*, Old Inclosures to be exonerated. as Vicar as aforesaid, and the said *Richard Jennens*, as Impropiator as aforesaid, have respectively a Right of Tythes, or some Modusses or Compositions in Lieu thereof;

It is hereby Enacted and Declared, That the said Commissioners, or their Successors, or any Three or more of them, are hereby empowered to Allot and Assign, out of the respective Allotments and Shares of such Proprietors of the said Old Inclosures,

Money paid
by the Owners
of the Old
Inclosures,
having no
Lands in the
Common
Field.

as have Lands, Grounds, and Common Rights, in the said Common Field and Lands, intended to be inclosed, unto the said *Rodolph Sheward*, and his Successors, and unto the said *Richard Jennens* and his Heirs respectively, in lieu of such last mentioned Tythes, Modusses, or Compositions, so much Land and Ground of the said Allotments and Shares, now lying in the said Common Field and Common Pastures, as in the Judgment of the said Commissioners, or their Successors, or any Three or more of them, shall be deemed a full Satisfaction for such last mentioned Tythes, Modusses, or Compositions, as are arising out of the Old Inclosures aforesaid: And that the Owners respectively of the said Old Inclosures, who have no Land or Common Right in the said Lands and Grounds intended to be inclosed, shall annually pay to the said *Rodolph Sheward*, and his Successors, and to the said *Richard Jennens*, and his Heirs respectively, in lieu of such last mentioned Tythes, Modusses, or Compositions, such certain Sum and Sums of Money, in such Manner, and at such Times, as the said Commissioners, or their Successors, or any Three or more of them, shall in that Behalf award; which Sum and Sums of Money so to be paid by the Proprietors of the Old Inclosures as aforesaid, shall upon Default of Payment thereof, upon the Days whereon the same shall become due, be raised and levied by the said *Rodolph Sheward*, and his Successors, and by the said *Richard Jennens*, and his Heirs respectively, together with all Costs attending the same, by Distress and Distresses to be taken by them respectively, on the Lands now subject to the Payment of such Tythes, Modusses, or Compositions, and by Sale and Sales of the Goods and Chatties so distrained, which Distress and Distresses, Sale and Sales, the said *Rodolph Sheward*, and his Successors, and *Richard Jennens*, and his Heirs, are hereby respectively authorised to make from Time to Time, as Occasion shall require.

Impropria-
tor's Allot-
ment.

And it is hereby further Enacted, That the said Commissioners, or their Successors; or any Three or more of them, do and shall in the next Place Set out, Allot and Appoint, unto and for the said *Richard Jennens*, his Heirs and Assigns, exclusive of the Lands and Grounds to be allotted to him in lieu of his Commonable Lands and Grounds intended to be inclosed in the Hamlet of *Princethorp* aforesaid; such Plot and Parcels or Quantities of the Lands and Grounds so intended to be inclosed and divided as aforesaid, as in the Judgment of the said Commissioners, or their Successors, or any Three or more of them, shall be a full Equivalent and Compensation for all the Improprate Tythes of the said *Richard Jennens*, growing and arising in and upon the said Lands and Grounds intended to be inclosed as aforesaid; Having Regard as well to the annual Value of the Land out of which the same have been issuing, as to the Annual Value of such Improprate Tythes, and not to what such Land and Improprate Tythes have been usually letten for; which said last mentioned Allotments so to be made to the said *Richard Jennens*, his Heirs and Assigns, shall be made to him

him and them out of the several Lands now respectively chargeable with, or liable to the Payment of any Tythes to him, or out of the several Lands to be allotted in lieu thereof; and shall improve in such Proportion as the said Commissioners, or their Successors, or any Three or more of them shall think reasonable. **Provided** that the said Commissioners, or their Successors, or any Three or more of them, shall not, in estimating the Value of the said Lands and Tythes, have Regard to the Number of Years Purchase at which either of them ought to be estimated, but only to the annual Value thereof.

And it is hereby further Enacted, That all the Grounds to be allotted to the said *Rodolph Sheward*, and his Successors, in pursuance of this Act, shall be laid out together, so as to form one intire Piece of Ground, and shall be inclosed and Ring-Fenced by and at the several Expence of the several Proprietors of the Lands intended to be inclosed, and of the Old Inclosures, having Lands in the said Common Field (except the said *Rodolph Sheward*, and his Successors) with Ditches and Quickset Hedges, or in such other manner as the said Commissioners, or their Successors, or any Three or more of them shall Award and Order, and that the said Hedges and Ditches, or other Fences, or such Part thereof, which shall be allotted to the said *Rodolph Sheward*, and his Successors, shall be maintained, supported, and preserved, during the Term of Nine Years, by and at the Expence of the several Proprietors of the said Common Field, Commons, and Commonable Lands, and of the Old Inclosures, having Lands in the said Common Field (except the said *Rodolph Sheward*) in such Shares and Proportions as the said Commissioners, or their Successors, or any Three or more of them shall award or direct; and that from and after the Expiration of the said Term of Nine Years, the said Hedges, Ditches, and other Fences, so to be made as aforesaid, for the said *Rodolph Sheward*, shall be preserved and maintained by and at the Expence of the said *Rodolph Sheward*, and his Successors, Vicars of the said Parish Church of *Stretton upon Dunsmore* for ever.

Proprietors to
mound for
the Vicar.

And it is hereby further Enacted, That the several Plots of Ground which shall be so respectively Assigned and Allotted, to and for the said *Rodolph Sheward*, and his Successors, and to and for the said *Richard Jennens*, his Heirs and Assigns, and the several Payments of Money herein before directed to be made unto them respectively, as a Recompence for the Vicarial and Improprate Tythes and Payments in lieu thereof, respectively arising out of the said Commonable Lands and Grounds intended to be inclosed, and the Old Inclosures, shall be in full Satisfaction of all the said Vicarial and Improprate Tythes and Payments usually made in lieu thereof, and now respectively issuing out of the said Lands and Grounds intended to be inclosed as aforesaid, and out of the Old Inclosures aforesaid. **Provided** that nothing

Allotment to
the Vicar and
Improprator
to be in full
for their
Tythes.

Saving Clause
for Surplice
Fees, &c.
in

in this Act contained, shall lessen or defeat the Right of the said *Rodolph Sheward*, or his Successors, to all or any of the Oblations, Montuaries, *Easter Offerings*, or Surplice Fees whatsoever, arising within the Hamlet of *Princethorp* aforesaid; but that the same shall remain due and payable to the said *Rodolph Sheward*, and his Successors, in the same Manner as before the passing this Act.

Enabling
Clause for
Mr. *Sheward*
to lease for
Twenty-one
Years, at the
improved
Rent.

And it is hereby further Enacted, That it shall and may be lawful to and for the said *Rodolph Sheward*, and his Successors, Vicars as aforesaid, by and with the Consent and Approbation of the Bishop of the Diocese of *Litchfield* and *Coventry*, for the Time being, to grant any Lease or Leases to any Person or Persons, of the Land and Ground to be allotted to him the said *Rodolph Sheward*, and his Successors, Vicars as aforesaid, by Virtue of this Act, or of any Part or Parts thereof, for any Term or Number of Years, not exceeding Twenty-one Years, so as the same shall commence within Six Months next after the making the Award or Instrument in Writing, herein after mentioned, and so as upon every such Lease there be reserved and made payable, during the Continuance thereof respectively, the most and best improved Yearly Rent or Rents, that can be reasonably had or obtained for the same, without taking any Sum or Sums of Money, or other Thing, by way of Fine or Income for and in respect of such Lease or Leases; and so as none of the said Lease or Leases be made dispunishable of Waste, by any express Words therein, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and so as the Rent or Rents thereby reserved, shall be made payable to the said Vicar, and his Successors, by four quarterly Payments in every Year of the said Term or Terms.

Enabling
Clause for the
Vicar of *Wool-
ston*, and Pro-
prietors, to
compound for
Tythe-Wood.

And Whereas, there are in the said Hamlet of *Princethorp*, divers Antient, Inclosed, Tytheable Wood-Lands and Grounds, the Wood whereof hath been usually cut within a certain Time or Course of Years: And the said *Gilbert Swanne*, as Vicar of *Woolston*, in the said County of *Warwick*, is intitled to the Tythes of all Tytheable Woods arising and yearly increasing, as well within the said Antient Inclosed Wood-Lands and Grounds, as elsewhere, within the Hamlet of *Princethorp* aforesaid. And the said *Gilbert Swanne*, and the said Proprietors of all the Commonable Lands, and Antient Inclosed Lands in *Princethorp* aforesaid, or the greatest Part of them, are desirous to compound and agree to and with each other, for the Exonerating their Lands and Woods in the Hamlet of *Princethorp* aforesaid, from all the Tythes of Woods now payable, or which shall hereafter become due and payable to the said *Gilbert Swanne*, and his Successors, Vicars of *Woolston* aforesaid, from and out of their said Lands, in the Hamlet of *Princethorp* aforesaid;

It is therefore hereby further Enacted and Declared, That it shall and may be lawful to and for the said *Gilbert Swanne*, and his Successors; Vicars of *Woolston* aforesaid, and the Proprietors beforementioned, or such of them as shall be desirous of Exonerating their said Land and Wood from the Payment of Tythe-Wood to the Vicar of *Woolston* aforesaid, by and with the Consent, as well of the Bishop of *Litchfield* and *Coventry* for the Time being, as of the said Commissioners, or any Three or more of the said Commissioners, by any Writing or Writings under their Hands and Seals, indented, and to be inrolled with the Award herein after mentioned, testifying such Consents and Agreements as aforesaid, to compound and agree for the Tythes of such Wood; and for the said Vicar of *Woolston* aforesaid, on the Behalf of himself and his Successors, Vicars of *Woolston*, aforesaid, to accept and receive from all or any of the said Proprietors, a Compensation by way of Annuity or Annuities, Sum or Sums of Money, to be issuing out of the Lands now respectively chargeable with such Tythe-Wood as aforesaid, in lieu of, and full Satisfaction for, such Tythe-Wood; which said Annuity or Annuities, Sum or Sums of Money, shall be paid and payable for ever hereafter by the Owners of such Lands for the Time being, to the said Vicar of *Woolston* aforesaid, and his Successors, by Four Quarterly Payments in every Year; the first Payment whereof shall commence and begin on the Twenty-ninth Day of *September*, which shall be in the Year of our Lord One thousand Seven hundred and Sixty-two. And upon Default of Payment thereof, on the Days whereon they shall become due, the same shall be levied and raised by the said *Gilbert Swanne*, and his Successors, together with all Costs attending the same, by Distress and Distresses, to be taken by him and them on the Lands respectively subject to the Payment thereof, and by Sale and Sales of the Goods and Chattles which shall be distrained; which Distress and Distresses, Sale and Sales, the said *Gilbert Swanne*, and his Successors, are hereby authorized to make from Time to Time, as Occasion shall require. And the said Commissioners, and their Successors, or any Three or more of them, are hereby required to set down and ascertain in their Award herein after mentioned, the several Sums of Money, so to be paid in lieu of Tythe-Wood as aforesaid, with the Names of the respective Persons who are to be charged with the Payment thereof.

And it is hereby further Enacted, That the said Commissioners, or their Successors, or any Three or more of them do, and shall allot and assign unto the said Countess of *Cardigan*, and her said Trustees, Twenty Acres, Parcel of the said Heath, exclusive of all Roads, but including the Ditches thereof, as the same are now staked out according to an Admeasurement made thereof, and bounded on the West by a Wood and Meadow of Lord *Clifford's*, on the North by a Wood of the said *Richard Jennens*, and Part of the said Heath, and on the East and South by other Parts of the said Heath, with the Timber and Wood now growing thereon; which Allotment, when made to the said

Allotment to
Lady *Cardi-*
gan.

Residue of the
Heath to be
allotted to
*Richard Jen-
nens, Esq:*
*Stanes Cham-
berlayne, and
others.*

Countess and her Trustees, shall be fenced, mounded, and the Mounds thereof repaired as against the said Heath, by the said Countess and her said Trustees, and shall be in full Bar of all her and their Estate and Interest in the said Heath and the Soil thereof, subject nevertheless to her, and their Power of cutting down and carrying away for her, and their own Use, the Timber and Wood, now growing on the said Commonable Lands and Grounds called the *Heath*, before the finishing the said Inclosure. And after such Allotment made to the said Countess and her Trustees, the said Commissioners, or their Successors, or any Three or more of them, are hereby directed and impowered, to allot and assign, subject as aforesaid, all the Residue of the said Heath unto the said *Richard Jennens* and *Stanes Chamberlayne*, and others the Proprietors of the Depasturage thereof in Severalty, and in Proportion to their respective Rights and Interests in the said Heath.

Land in the
Common
Field, having
Trees, to be
allotted to the
present Pro-
prietors.

And it is hereby further Enacted, That in Case any of the Proprietors of the said Common Field, who have Quantities of young growing Timber Trees on that Part of the said Common Field called the *Seedlings, Breech Close*, and the *Pingles*, shall apply to the said Commissioners or their Successors, to allot such Ground to them respectively, whereon their said Timber Trees do now respectively grow; that then the said Commissioners, or their Successors, or any Three or more of them, are hereby required to allot or assign unto the said respective Proprietors so applying as aforesaid, such Lands whereon their said Timber Trees do now grow, in Part of their respective Allotments to be made unto them out of the Lands in the said Common Field.

Commis-
sioners to set
out Roads.

And it is hereby declared and Enacted, That the said Commissioners, or their Successors, or any Three or more of them, shall and may, and they are hereby authorised and required to ascertain, set out, and appoint both public and private Roads or Ways through the new Inclosures and Allotments, so to be made as aforesaid, with the Affizes and Breadths thereof, so as all such public Roads and Highways shall be and remain Forty Feet broad at the least, between the Ditches (except Bridle or Footways) in Case any such by the said Commissioners shall be set out: which said public Roads and Highways shall at all Times, for ever thereafter be repaired, and kept in Repair, by and at the Expence of all the Inhabitants, within the Hamlet of *Princethorp* aforesaid, in such Manner as the other Roads and Ways within the said Hamlet were repaired and kept before the passing this Act; and as by the Laws of the Realm the same ought to be repaired and kept; and that it shall not be lawful for any Person or Persons, after the making such new Roads or Ways, to use any Roads or Ways, either public or private, over the said new Inclosures, on Foot or with Horses, Cattle or Carriages, other than such Roads or Ways as shall be so ascertained, set out, and appointed as aforesaid. And that all former Roads and Ways which shall not be set out and appointed, as the Roads and Ways through the said intended Inclosure, shall be deemed Part of the Lands to be inclosed,

closed, and shall be divided and allotted accordingly as Part of such Lands.

Provided, and it is hereby further Enacted and Declared, That nothing herein before contained, shall extend, or be construed to extend, to give the said Commissioners, or their Successors, any Power to turn or alter the present Turnpike Road, leading through the said Common Field or Grounds intended to be inclosed. **Provided** always, that after such intended Division and Inclosure shall be made as aforesaid, all the Grass and Herbage growing and renewing on any of the Ways or Roads, so to be set out as aforesaid, shall at all Times thereafter be, and remain for the Use and Benefit of such Person or Persons as the said Commissioners, or their Successors, or any Three or more of them, shall by any Writing or Writings, under their Hands and Seals, in that Behalf order and award.

Commis-
sioners not to
alter the
Turnpike
Road.

Commis-
sioners to allot
the Herbage
of the Roads.

Provided always, and it is hereby Enacted, That it shall and may be lawful, to and for the said Commissioners, or their Successors, or any Three or more of them; and they are hereby authorized and empowered (if they think it necessary and proper) to allot and appoint unto all the said Proprietors any Parcel or Parcels of Land, Part of the said Common, and open Fields or Grounds hereby intended to be inclosed, except the said Heath (not exceeding in the whole the Quantity of Two Acres) as and for the public Stone or Gravel Pits, which Two Acres shall be fenced in, and the Fences thereof kept in Repair, as the said Commissioners, or their Successors, or any Three or more of them shall direct; and be used and enjoyed in Common by all and every the said Proprietors, and their Tenants, for their own necessary Uses, as well as for the Repairs of the Roads within the Hamlet of *Princethorp* aforesaid, any Thing in this Act contained to the contrary notwithstanding.

Commis-
sioners to allot
Two Acres
for a Stone
Pit.

Provided always, and be it further Enacted and Declared, That nothing in this Act contained, shall extend, or be construed to extend, to compel or oblige any of the said Proprietors, whose Allotments or Shares upon the said intended Inclosure shall lie and be situated next, and adjoining to any Common Field, or inclosed Lands, Woods or Grounds, to make or erect any Hedges, Ditches, or Fences, next and adjoining to such Common Field, inclosed Lands, Woods or Grounds, for the inclosing such their Allotments or Shares. But that the antient Brook or Brooks, or other Fences which divide such Common Fields, inclosed Lands, Woods or Grounds, from such Allotments, shall for ever be, and remain a boundary Fence for the Purpose of such Division; and shall from Time to Time be cleansed, scowered, and repaired, by the respective Proprietors thereof, in the same Manner as before the passing of this Act, any Thing in this Act contained to the contrary notwithstanding.

Proprietors
not obliged to
fence against
Common
Fields or In-
closures.

Provided

No Lambs to be put into the New Inclosures for Four Years.

Provided always, and be it further Enacted, by the Authority aforesaid, That for the better Preservation of the Quick Wood; and Fences to be planted, set, and made, in and about the several Inclosures and Allotments to be made as aforesaid, no Person or Persons, for and during the Space of Four Years next after the making the said Award, shall put or keep, in or upon such Inclosures or Allotments, or any of them, any Lambs, whereby to destroy or hurt such Quick Wood or Fences.

Power to make Fences adjoining Freeboards, till the Proprietors thereof shall have fenced them out.

And it is hereby further Enacted and Declared, That where any Parcel of Land, so to be allotted as aforesaid, shall abutt or adjoin, upon any Freeboard belonging to the Proprietors of any of the Common Fields or inclosed Lands, next adjoining to the Fields and Lands hereby intended to be inclosed, the Person or Persons to whom such Parcel of Lands shall be allotted, shall and may, and are hereby impowered to set up and erect Gates, or any other Kind of Fence or Fences, in, over, and upon such Freeboard, for the raising and preserving the Quicksets, Banks, Wood-Plants, and other the Fences to be raised upon such Parcel of Land, until such Time as the Owner of such Freeboard shall sufficiently, and at his own Expence, have ditched, fenced, and mounded out the same Freeboard, from the said Parcel of Land adjoining thereunto.

Fences adjoining to Highways, to be maintained by the Owners of Lands lying there.

And it is hereby further Enacted and Declared, That where any Parcel of Land, so to be allotted as aforesaid, shall abutt or adjoin upon any Highway, the Hedges, Ditches, Drains, and Fences, and also all the Gateways through which the Highway shall lead, of the said Lot or Share, so far as the same abutts or adjoins upon such Highway, shall be, within Twelve Months after signing the Award herein after mentioned, repaired, and maintained, at the sole Costs and Charges of the Persons intituled to such Lot or Portion, for the Time being for ever; And all other the Hedges, Ditches, Drains, and Fences, to be made for the Inclosing, Separating and Dividing of the said Open and Common Field, Common Pastures, and Commonable Lands, pursuant to this Act, shall be made, and at all Times hereafter repaired and maintained by such Person or Persons (except the said *Rodolph Sheward* and his Successors, Vicars as aforesaid, for the Time before specified, in Respect of his Allotment) and in such Manner as the said Commissioners and their Successors, or any Three or more of them, shall by any Writing or Writings, under their Hands and Seals in that Behalf, Award, and Order; and such Award and Order, by the said Commissioners or their Successors, or any Three or more of them, in that Behalf, shall be binding and conclusive to the several Parties so interested and intituled to such Shares and Allotments as aforesaid.

Trees, &c. to be taken away by the Proprietors in Twelve Months.

Provided nevertheless, and it is hereby further Enacted and Declared, That in Case any Lands or Grounds (other than, and except

except the said Commonable Lands or Grounds called the *Heath*) upon which any Trees, Underwoods, Thorns, Hedges, Bushes, or Shrubs, shall at the Time of such Allotment be standing or growing, shall be allotted and appointed to any Person or Persons, other than such as was or were the Proprietor or Proprietors thereof, at, and immediately before such Allotments; then, and in such Case, it shall and may be lawful, to and for such Owners and Proprietors thereof, respectively (except as to the said Commonable Lands and Grounds called the *Heath*) at any seasonable Time or Times, within the Space of Twelve Calendar Months, or within any shorter Space of Time to be appointed by the said Commissioners, or their Successors, or any Three or more of them, after such Allotment shall be made, to enter into, and upon the Lands and Grounds, upon which such Trees, Underwoods, Thorns, Hedges, Bushes, and Shrubs shall be standing and being, and fell, grub up, and cut down the same, except as aforesaid, and with Horses and Carriages to carry away the same, if the same shall not be allotted by the said Commissioners, or any Three or more of them, to the Person or Persons to whom the Land whereon the same shall grow, shall be allotted, at his and their Wills and Pleasure, to and for his and their own proper Use and Benefit, he and they making good, by levelling all such Grounds as they shall break or dig up for the Purpose aforesaid.

And for preventing all Differences and Disputes relating to the said Inclosure and Division. **It is hereby Enacted**, by the Authority aforesaid, That as soon as conveniently may be, after the said Commissioners, or their Successors, or any Three or more of them, shall have compleated and finished the Partitions and Allotments of the said Open and Common Field, Common Pastures, Heath and Commonable Lands, hereby directed to be inclosed and divided as aforesaid, pursuant to the Purport and Directions of this Act, they or their Successors, or any Three or more of them, shall form and draw up, or cause to be formed and drawn up an Award or Instrument thereof in Writing, which shall express and contain the Quantity, in Statute Measure, of Acres, Roods, and Perches, contained in the said Common Field, Common Pastures, and Commonable Lands, so intended to be inclosed as aforesaid; and the Quantity of each and every Part and Parcel thereof; which shall be assigned and allotted to each of the Parties intitled to, and interested in the same, and a Description of the Situation, Buttals and Boundaries of the same Parcels and Allotments, respectively, and proper Orders and Directions for Fencing and Mounding the same, and for keeping the said Mounds and Fences in Repair; and also for making and laying out proper Roads, Ways, and Passages, in and through the same Premises; and shall also specify, ascertain, and appoint the several Sums of Money to be paid and contributed for making, keeping, and maintaining for Nine Years, the Hedges and Ditches herein before directed to be made and kept up, in, upon, and round the Plot, so to be laid out and allotted to the said

Commis-
sioners after
Allotments to
draw up an
Award,

And to ascer-
tain what Mo-
ney shall be
contributed
for keeping
and repairing
the Vicar's
Mounds.

D

Rodolph

And shall in
Twelve
Months inroll
the Award.

Rodolph Sheward, in lieu of his Tythes, Modusses, or Compositions as aforesaid, and the several Persons who shall pay and contribute the same respectively; and also shall express and contain such other Orders, Regulations, and Determinations, as shall be proper and necessary to be inserted, conformable to the Tenor and Purport of this Act; which Instrument shall be fairly engrossed and written on Parchment, and signed and sealed by the said Commissioners, and their Successors, or any Three or more of them; and shall within Twelve Calendar Months next, after the same shall be so signed and sealed as aforesaid, be inrolled by the Clerk of the Peace for the said County of *Warwick*, or in one of his Majesty's Courts of Record at *Westminster*, to the End Recourse may be had to the same, by any Person or Persons interested in the said intended Inclosure, for the Inspection and Perusal whereof, the Sum of One Shilling shall be paid, and no more: And a Copy whereof, signed by the Clerk of the Peace for the said County of *Warwick*, or other proper Officer, purporting the same to be a true Copy, for which no more shall be paid than Two-pence *per* Sheet, each Sheet to contain Seventy-two Words; shall from Time to Time, and at all Times hereafter, be admitted and allowed in all Courts whatsoever, as legal Evidence of the same; and the several Allotments, Partitions and Divisions, so made by the said Commissioners, or any Three or more of them, in and by such Award or Instrument in Writing, so executed and inrolled as aforesaid, shall be, and are hereby declared to be binding and conclusive, unto and upon all and every the several Parties interested in the said Open and Common Field, Common Pastures, Heath, and Commonable Lands, so intended to be inclosed as aforesaid.

Inclosures to
be made
within
Twelve
Months after
the Award is
signed.

And it is hereby further Enacted, That when the said Open and Common Field, Common Pastures, and Commonable Lands, directed by this Act to be inclosed, shall be set out, ascertained and allotted by the said Commissioners, or their Successors, or any Three or more of them; by such Award, Instrument, or Writing, as herein beforementioned, the several Parcels of Lands and Grounds so to be allotted and setout respectively, shall within Twelve Calendar Months after the signing and sealing the said Award, Instrument, or Writing, or within any other less Time, to be appointed by the said Commissioners, or their Successors, or any Three or more of them, be inclosed, hedged, ditched and fenced, at the proper Costs and Charges of the respective Persons, to whom the same shall be respectively assigned and allotted (other than and except the said *Rodolph Sheward*, and his Successors, in respect of the Land and Ground to be allotted to him and them as Vicar, as aforesaid) in such Manner as the said Commissioners, or their Successors, or any Three or more of them, shall in such their Award, order and direct: And that it shall and may be lawful to and for the said respective Persons, to whom such Shares and Allotments shall be assigned and allotted by Virtue of this Act, from Time to

Time,

Time, and at all Times for ever hereafter to set down, or place Posts and Rails, or any other Fence on the Outside of the Ditches, bounding their respective Allotments, not exceeding Two Feet from such Ditches, for the better Preservation of their young Hedges, and to take and carry away such Posts and Rails, or other Fences, at any seasonable Time, during their Pleasure.

And Proprietors to have Liberty of putting up Posts and Rails on the Outside of the adjoining Ditches.

And it is hereby further Enacted, That if any Person or Persons, except the said *Rodolph Sheward*, and his Successors, Vicars as aforesaid, shall refuse, neglect, or omit, within Twelve Calendar Months next after the Signing and Sealing the said Award, Instrument, or Writing as aforesaid, or within any less Time to be appointed by the said Commissioners, or their Successors, or any Three or more of them, to inclose, hedge, and fence the several Parcels of Lands and Grounds to be allotted, assigned, and set out, to him, her, or them respectively as aforesaid, in such Manner and Sort as the said Commissioners, or their Successors, or any Three or more of them, shall, in such their Award, order and appoint as aforesaid, it shall and may be lawful, to and for the Person or Persons, interested in the Lands and Grounds next adjoining to the Lands and Grounds of the Person or Persons so neglecting, omitting, or refusing as aforesaid, to exhibit a Complaint in Writing against such Person or Persons, before one or more of his Majesty's Justices of the Peace, for the said County of *Warwick*, not being interested in the Lands and Grounds so to be inclosed, hedged, and fenced as aforesaid, who may summon the Parties concerned, examine the Nature of the Complaint, and examine all proper Witnesses upon Oath; and after such Summons and Examinations had and taken, shall and may, if he or they shall see Cause for so doing, order, direct, and appoint the Person or Persons exhibiting such Complaint as aforesaid, to make, repair, and maintain the Hedges, Ditches, and Fences of the Person or Persons so neglecting as aforesaid. And also, shall and may, by Warrant under his or their Hand and Seal, or Hands and Seals, directed to the Person or Persons exhibiting such Complaint as aforesaid, cause the Charge and Expence of the making, repairing and maintaining the Hedges, Ditches, and Fences of the Person or Persons so neglecting or refusing as aforesaid, (Demand being first made thereof) to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking and making such Distress or Distresses, and selling the same, or otherwise, shall and may by any Writing, under his or their Hand and Seal, or Hands and Seals, authorize and empower the Person or Persons exhibiting such Complaint as aforesaid, to enter into and upon the Premises so to be allotted, to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents and Profits thereof respectively, until thereby, or therewith, the Charges

Persons omitting to fence their Allotments within Twelve Months.

Charges and Expences of making, repairing, and maintaining the Hedges, Ditches, and Fences of the Person or Persons so neglecting, or refusing as aforesaid; and also all Costs, Charges, and Expences occasioned by, or attending such Entry upon and Perception of the Rents and Profits of the same Premises, shall respectively be fully paid and satisfied.

Gaps to be
left open
Twelve
Months after
Award made.

And it is hereby further Enacted and Declared, That convenient Gaps and Openings shall be left in the said Fences and Inclosures, for the Space of Twelve Calendar Months next ensuing the Execution of the said Award, or Instrument in Writing, for the Passage of Cattle, Carts, and Carriages, in, by, and through the same, unless the said Commissioners, or their Successors, or any Three or more of them shall Award to the contrary: And then for such Time only as they shall so Award. **Provided always,** that all and every the Proprietors of the New Inclosures, intended to be made pursuant to this Act, shall have full Power and Liberty, from the Time of making the said Inclosures, to erect, or set up any Swing-Gate or Gates, across any Part or Parts of the said Roads, (except Turnpike Roads leading through the said Hamlet) to be made through, or against his, her, or their own Lands, for keeping out Sheep and Cattle, and to prevent their destroying any Banks, Drains, Woods, Plants, Quicks, or Fences, which shall be made, or planted for Draining, Inclosing, Fencing, or improving any Part or Parcel of the said Lands directed to be inclosed, in pursuant of this Act. **Provided always,** that the Person or Persons who shall erect any such Swing-Gate, or Gates, cross any Part or Parts of the said Roads, do, at their own Expence, erect, and make good and substantial covered Drains, or Stone Bridges in such Gate-ways, and keep the same Drains or Bridges in good and sufficient Repair.

Power to erect
Gates across
the Roads.

Provided they
keep the
Gateways in
Repair.

Time limited
for accepting
Allotments.

And whereas it is requisite, that some convenient Time shall be fixed for every Person intitled to any Part of the said new Inclosures, to accept of their respective Allotments and Shares. **Be it therefore Enacted,** by the Authority aforesaid, That all and every such Person or Persons shall; and they are hereby required to accept, his, her, and their respective Allotments and Shares, within the Space of Six Calendar Months next, after the Execution of the aforesaid Award or Instrument; and Notice to him, her, or them, respectively given by Writing, under the Hands and Seals of the said Commissioners, and their Successors, or any Three or more of them, for that Purpose; which Notice shall be delivered to the Party, or left at the usual Place of Abode of such Party. And in Case any Person or Persons shall neglect, or refuse to accept of his, or their Share or Allotment, within the Time beforementioned, such Person or Persons so neglecting, or refusing, shall be totally excluded from having, or receiving any Estate or Interest, or Right of Common whatsoever, in any of the Lands and Grounds assigned or allotted to any other Person or Persons by Virtue of this Act, and from and after such Neglect or Refusal,

ful, it shall and may be lawful, to and for the said Commissioners, or their Successors, or any Three or more of them, by any Writing under their Hands and Seals, to nominate and appoint from Time to Time a Bailiff or Receiver of the Rents and Profits of such Shares or Allotments, with such Salary for his Pains and Labour therein, as they in their Discretion shall think fit; which said Bailiff or Receiver shall have, and is hereby invested with the like Power as the several Guardians and Committees mentioned in this Act, of raising Monies by Mortgage of the said Premises, with the Consent of the said Commissioners, or any Three or more of them, in order to enable him to defray all Costs and Expences concerning the said Inclosure, and to Fence, Mound, and manage the same; and shall receive the Rents, Issues, and Profits thereof, and pay the same, after deducting all such Demands as he shall have in pursuance of the Trust in him reposed, to and for the Use and Benefit of the Person or Persons refusing or neglecting to accept such Shares or Allotments, and his and their Representatives, untill such Time as he and they shall be willing and desirous to accept of the same.

And it is hereby further Enacted and Declared, That the Guardians, Husbands, Trustees, Committees, or Attornies of any Person or Persons, being Minors, or otherwise incapable by Law to accept such Allotments so to be made as aforesaid, shall and are hereby enabled and required to accept thereof for the Use of such Person or Persons, so incapacitated as aforesaid. **And also,** that any Person or Persons intitled to any Allotment or Allotments, as Tenant for Life or Lives, shall be, and is, and are hereby respectively enabled to take and accept of such Allotment or Allotments; and also that the Person or Persons, intitled to any Allotment or Allotments, in Remainder or Expectancy, upon any precedent particular Estate, upon Neglect or Refusal for the Space aforesaid, of any Tenant or Tenants in Possession, or any Person intitled to such precedent particular Estate, shall be, and is hereby enabled to accept of any such Allotment or Allotments, in lieu and instead of any such Tenant or Person so intitled, and neglecting or refusing as aforesaid: And every such Acceptance respectively, shall be, and is hereby declared to be valid and effectual, any thing herein contained to the contrary notwithstanding.

Guardians,
&c. to accept
Allotments.

Provided always, That the Non-Claim or Non-Acceptance of any Guardian, Husband, Trustee, Committee, or Attorney, shall not exclude or prejudice the Claim or Acceptance of any Infant, Idiot, Lunatic, Femme Covert, or other Person or Persons under Disability or Incapacity as aforesaid, who shall claim or accept within One Year after such Disability or Incapacity shall be removed, or of any Person or Persons intitled as Heir, or in Remainder after the Death of any

Non-Claim,
or Non-Ac-
ceptance not
to exclude.

E

Person dying under such Incapacity, who shall claim or accept within One Year after his, her, or their Right or Interest shall have accrued, or be known to have accrued.

New Allotments to be in Bar of the Old Estates.

And it is hereby further Enacted, by the Authority aforesaid, That the several Lands and Grounds to be Divided, Assigned, set out and Allotted unto, and for the several Persons, who by Virtue of this Act shall be entitled to the same, shall be in full Bar of, and in full Satisfaction and Compensation for, their several and respective Lands, Arable Grounds, Meadow, Closes, Pieces and Parcels of Arable, Ley, and Pasture Ground, which before the passing of this Act were, and are lying in the said Open and Common Field, Common Pasture, and Commonable Places within the Liberties, Territories, Precincts and Hamlet of *Princethorp* aforesaid; and also in full Bar of, and in Satisfaction and Compensation for their several and respective Lands, Tythes, Modusses, or Compositions (except as aforesaid) Right of Common and other Rights and Properties, in, over, and upon the said Open and Common Field, Common Pastures, and Commonable Places respectively; and that from, and immediately after the making the said Divisions and Allotments, and Execution of the said Award and Instrument of such Tenor and Purport as aforementioned, all Right of Common belonging to, or claimed by all and every the said Owners, Proprietors, or Occupiers of Messuages, Cottages or Tenements, Lands, Grounds, or other Hereditaments, within the Liberties, Territories, Precincts, and Hamlet of *Princethorp* aforesaid, in, over, and upon, the said Open and Common Field, Common Pastures, Heath, and Commonable Places, and every Part thereof. And also, Tythes and Modusses (except as aforesaid) payable for, or in respect of the Old Inclosures; and also of the Lands and Grounds hereby directed and intended to be inclosed, shall cease, determine, and be for ever extinguished.

Power to Exchange.

And it is hereby further Enacted, by the Authority aforesaid, That for the more convenient Situation and Disposition of the several Farms and Lands of the several Land Owners, within the Fields, Liberties, Territories, Precincts, and Parish of *Stretton upon Dunsmore*, and Hamlet of *Princethorp* aforesaid, upon the said intended Division, it shall and may be lawful, as well to and for all, or any of the said Proprietors, and Owners of the Lands and Grounds, so to be divided and inclosed as aforesaid; as also for all and every the Proprietors of Messuages, Lands and Tenements, in the Parish of *Stretton*, upon *Dunsmore* aforesaid, to exchange all, or any of his, her, or their Messuages, Tenements, Old Inclosures, or other Lands and Grounds within the said Field, Liberties, Territories, Precincts, Parish of *Stretton upon Dunsmore*, and Hamlet of *Princethorp* aforesaid, for any other Messuages, Tenements, Old Inclosures, or other Lands, and Grounds within the said Fields, Liberties, Territories, Precincts, Parish of *Stretton upon Dunsmore*, and Hamlet of *Princethorp*, so as all, and every such Exchange

Exchange or Exchanges be made, by, and with the Consent and Approbation of the said Commissioners, or their Successors, or any Three or more of them, to be ascertained and declared in the Award or Instrument so directed to be made and executed as aforesaid, or some other Act or Instrument to be inrolled as aforesaid: And that all and every Exchange or Exchanges, so to be made as aforesaid, shall be good, valid, and effectual in the Law, to all Intents and Purposes whatsoever.

Provided always, That nothing in this Act contained, shall extend, or be deemed, or taken to revoke, make void, alter, or annul, any Will or Settlement, or to prejudice any Person having or claiming any Jointure, Dower, Portion, Debt or Incumbrance, out of, upon, or affecting any of the Lands and Grounds so intended to be divided and inclosed, or which shall be exchanged in Pursuance of this Act, or any Part thereof respectively; but that the several Lands and Grounds so to be assigned and allotted upon such Inclosure and Division of the several Parties concerned or their Trustees respectively; and which shall be taken in Exchange in Pursuance of this Act, shall immediately after such Allotments or Exchanges, be, remain, and enure; and the several Persons to whom the same shall be assigned and allotted, and given in Exchange as aforesaid, shall from thenceforth stand and be seized thereof to such, and the same Uses, and subject to such and the same Wills, Settlements, Limitations, Remainders, Charges, Tenures, Rents, Services and Incumbrances, as the several Lands, Grounds, Tenements, and Hereditaments, in Lieu whereof such Allotments and Exchanges shall be made as aforesaid, now are, or should and would have been subject and liable to be charged with, or affected by, in case the same had remained uninclosed and unexchanged, or this Act had not been made.

New Allotments to remain to the same Uses as the former Estate was liable to.

Provided always, and be it Enacted, by the Authority aforesaid, That all, and every Lease and Leases, at Rack-Rent, now subsisting of all, or any Part or Parts of the said Premises, by this Act directed to be divided or inclosed, alone, by itself, or jointly with any of the said Old Inclosures; and all other Agreements for any Time or Times therein, shall cease, determine, and be void; immediately on such Allotments and Divisions being made, the respective Lessees and Tenants thereof receiving from the respective Owners and Proprietors of the said Premises, who have made any such Leases and Agreements, what the said Commissioners, or their Successors, or any Three or more of them shall ascertain, as reasonable to be paid to such Tenant or Tenants as an Equivalent for the same.

Leases at Rack-Rent to be vacated.

Provided always, and it is hereby Enacted, That in the mean Time, and until such Divisions, Partitions, or Allotments, shall be made as aforesaid, all the Tillage, and other Lands, lying in the said Common Field and Commonable Places, so to be inclosed as aforesaid, shall be stocked with such Cattle, and cropped or sowed by the respective

The Course of Husbandry to be directed by the Commissioners till the Inclosure.

tive

tive Owner and Owners thereof, with such Sort of Cattle, Corn, Grain
 and Grass-Seed, and in such Proportions, and shall be kept, ordered,
 and continued in such Course of Husbandry, whether the same ought
 by the usual Course of Husbandry to lie fallow or not, as the said Com-
 missioners, or their Successors, or any Three or more of them, shall by
 any Writing or Writings, under their Hands in that Behalf, award, or-
 der, direct, or appoint, any Usage or Custom of stocking with Cattle,
 sowing, cropping, or otherwise managing the said Tillage or other
 Lands to the contrary notwithstanding; and that no Meadows, Pastures,
 or fresh Ground in the said Common Field, Common Pastures, and
 Commonable Places, hereby intended to be inclosed, shall before that
 Time be plowed, broke up, or converted into Tillage: And that it
 shall and may be lawful for the said Commissioners, or their Successors,
 or any Three or more of them, at any Time hereafter, whensoever
 they in their Discretion shall think convenient or necessary, by a No-
 tice for that Purpose in Writing, under their Hands, to be affixed on
 any one of the Doors of the Parish Church of *Stretton* aforesaid, to
 extinguish all Right of Common in and over the said Open and Com-
 mon Field, and Commonable Grounds, hereby intended to be inclosed.
 And from and after such Notice given, all Right of Common in and
 over the said Open and Common Field, and Commonable Grounds
 hereby intended to be inclosed, shall cease, and the same is hereby
 declared to be utterly extinguished. And that it shall be lawful for the
 said Commissioners, or their Successors, or any Three or more of
 them, whensoever they shall see Occasion, at the proportionable Expence
 of the said Proprietors, to cause to be purchased and sown by any
 Person or Persons to be employed by them on any Part of the said
 Tillage Lands, such Sort and Quantities of Grass-Seed as they shall
 judge necessary and proper to be sown thereon. And in Case any
 Proprietor or Proprietors shall stock with Cattle the Lands and
 Grounds hereby intended to be inclosed, in any other Manner than what
 the said Commissioners, or their Successors, or any Three or more
 of them, shall direct and order; or if after such Right of Common is
 extinguished by such Notice as aforesaid, any Proprietor or Proprietors
 shall permit or suffer his, her, or their Cattle to go, depasture, or feed
 on any of the Commonable Lands and Grounds hereby intended to be
 inclosed, then it shall and may be lawful, to and for any other of the
 Proprietor or Proprietors, to seize and impound such Cattle then
 being upon such Lands and Grounds, contrary to such Order, or going
 upon, or depasturing on such Lands and Grounds after such Right of
 Common shall be extinguished as aforesaid, and in Pound to detain
 and keep until such Time as the Person or Persons offending in
 either of the Cases aforesaid, shall have paid to the Person or Per-
 sons impounding the same, the penal Sum of Five Shillings for
 each of the Cattle so impounded. And in Case the same be not
 paid before the next Meeting of the said Commissioners after such
 Impounding as aforesaid; then the said Commissioners or their Suc-
 cessors, or any Three or more of them, are hereby authorised and
 required

Power to im-
 pound Cattle
 depasturing
 on the Com-
 mons, con-
 trary to the
 Commis-
 sioners Order.

required upon Proof of such Offence or Offences having been committed, and Non-payment of the Penalty hereby imposed, and so often as the same shall be committed, by Warrant under their Hands and Seals, to cause such Cattle to be Sold for the Raifing and Payment of the Penalty aforesaid, together with the Costs and Charges attending such Sale, rendering the Overplus to the Owner, if any be.

And whereas great Inconveniencies have arisen upon inclosing of Estates, by the Owners or Occupiers thereof making Hedges, Ditches, or Fences on both Sides the Roads, before the same have been effectually repaired. **Be it therefore Enacted**, That no Road or Way to be laid out or made in pursuance of this Act, shall be hedged, ditched, or fenced in on both Sides thereof, till such Roads are effectually made and repaired, and shall be certified so to be, under the Hands and Seals of Two or more Justices of the Peace of the same County and Division, where such Road shall lie; and that in the mean Time, only such Side of the Road or Way shall be fenced in, as the said Commissioners, or any Three or more of them shall by their Award direct.

Not to lane
in on both
Sides till the
Roads are
mended.

And for the better enabling the said Commissioners to accommodate and furnish such of the said Proprietors new intended Allotments or Shares with Water, where the same, in their Judgment, shall be wanted, **It is hereby further Enacted**, That the said Commissioners, or their Successors, or any Three or more of them, shall, and they are hereby empowered to Direct, Order, and Award all Streams of Water, Springs, and Water-Courses in the Hamlet of *Princetborp* aforesaid, to be carried and conveyed in such Courses, and through such Lands and Grounds, Parcel of the Lands hereby intended to be inclosed, as they, in their Discretion shall think proper for the Purposes aforesaid. **Provided**, that such Streams of Water, Springs, and Water-Courses be not so diverted or turned, as to materially prejudice others, intituled to the same.

Power to turn
Water
Courses.

And whereas the said several Owners and Proprietors of the Commonable Lands and Pastures, intended to be inclosed as aforesaid, his, her, or their Trustee or Trustees, Committee or Committees, Guardian or Guardians, may have Occasion to borrow Money, to pay their respective Proportions of the Expences incident to, and attending such inclosure and Divisions, and the necessary Subdivision of the said Allotments, and obtaining and passing this Act, and cannot, by Reason of some Settlement or Settlements already made of their respective Lands and Estates, intended to be inclosed, or some other legal Impediments, incapacity, or Incumbrance respectively affecting the same, make an effectual Security thereof, for the Money wanted to be borrowed and lent, for the Purpose aforesaid; **Be it therefore Enacted**, by the authority aforesaid, That it shall and may be lawful to and for the said several Owners and Proprietors, for the Time being, of the Lands intended to be inclosed as aforesaid; and to and for the Husbands,

Power to bor-
row Money
to inclose
with.

Guardians, Trustees or Committees of any of the said Owners or Proprietors of the Lands, intended to be inclosed as aforesaid; being under Coverture, Minors, Ideots, Lunatics, or beyond the Seas, or being under any Disability whatsoever; and to, and for them, and every or any of them, for the Time being, and to, and for all Persons acting as Guardians, Trustees, or Committees of any of the said Proprietors being under Coverture, Minors, Ideots, Lunatics, or beyond the Seas, or being under any other Disability whatsoever; and to, and for every of them, for the Time being, and to and for any of the said Proprietors being Tenants in Tail, or for Life only; and to and for every of them, for the Time being (except the said *Rodolph Sheward* Vicar, as aforesaid, in respect of the Land and Ground to be allotted to him as such) by, and with the Consent of the said Commissioners, or their Successors, or any Three or more of them, testified in Writing, under their Hands and Seals, from Time to Time, to charge the Lands and Grounds which shall be assigned and allotted to them, the said Proprietors respectively, by Virtue, and in Pursuance of this Act, with any Sum or Sums of Money for the Purposes beforementioned, not exceeding four Pounds for each Acre; and for the Securing the Repayment of such Sum and Sums of Money, with Interest, to Grant, Mortgage, Lease, or Demise, or otherwise subject the Lands and Grounds to to be assigned and allotted, unto such Person or Persons as shall advance and lend the same respectively, his and their respective Executors, Administrators or Assigns, for any Term or Number of Years, so as such Grant or Demise be made with a Proviso, or Condition to cease and be void, or with an express Trust to be surrendered when such Sum or Sums of Money thereby to be secured, with the Interest thereof, shall be fully paid and satisfied; and so as in every such Grant or Demise, which shall be made by any Person or Persons interested in, or intitled to any such mortgaged Premises for the Term of their natural Lives only, or by his, her, or their Trustee or Trustees, Guardian or Guardians; there be contained a Covenant, to pay and keep down the Interest of the said Money, to be thereby respectively secured, during his, her, or their respective Lives, which Mortgage is hereby made valid.

Mortgages
made valid.

And it is hereby further Enacted and Declared, That every such Grant, Mortgage, Lease or Demise of the said Grounds, Lands and Premises, or any Part or Parts thereof so to be made, in Pursuance of this Act, shall be good, valid, and effectual in the Law, for the Purposes thereby intended; notwithstanding the want of Title in the said Husbands, Guardians, Trustees, or Committees, or in the Persons acting as such, or in the said Tenants in Tail, or for Life, or any Settlement, Will, Trust, Use, Remainder, Limitation, or other Impediment or Incumbrance of, or concerning the same Grounds, Lands, and Premises, or any Part or Parcel thereof, then being capable of taking Effect to the contrary.

And

And it is hereby further Enacted, by the Authority aforesaid, That when and so often as any one or more of the Commissioners appointed by this Act, or to be elected in Manner herein after mentioned, shall die, or refuse to act: Then, and in such Case the surviving Commissioners shall, from Time to Time, within Two Calendar Months next after the Death, or Refusal of such Commissioner or Commissioners to Act, by Writing under his, or their Hand and Seal, or Hands and Seals, appoint one or more Commissioner or Commissioners, not interested in the said intended Inclosures, in the Stead and Place of each, and every Commissioner or Commissioners, so dying, or refusing to act as aforesaid. And every such Commissioner and Commissioners, so to be appointed, shall have the like Power and Authority, by Virtue of this Act, as the Commissioner or Commissioners in whose Place or Places he or they shall succeed, was or were vested with; provided that Notice be given in the Parish Church of *Stretton* aforesaid, of the Time and Place of Meeting, to appoint such Commissioner or Commissioners, at least Fourteen Days before every such Meeting.

Commissioners dying, or refusing to act, the surviving acting Commissioners to elect new ones.

And whereas Disputes might arise, touching the Compensation that the said Commissioners shall, or ought to have, for their going to and from their Meetings, and Attendance upon the Division of the Lands intended to be inclosed, and for the executing the Powers vested in them by this Act, and for all such other Journeys and Attendance as they might be obliged to make, either before or after the Signing and Executing of their said Award, in, about, or concerning the Matters contained in this Act, or any thing to be done by them in Pursuance thereof, or of the Trust hereby in them reposed. **It is therefore Enacted,** That the Proprietors of the Lands intended to be inclosed (other than the said *Rodolph Sheward*, and his Successors) shall raise and pay unto the said Commissioners respectively One Guinea a-piece for each Day they shall respectively travel or attend for the Purposes aforesaid, over and above all such Expences as they shall be put unto respectively for their Maintenance, Support, and other necessary Expences, at the Time of such their Journeys and Attendance; which Monies shall be raised in Proportion to the said Proprietors respective Shares and Interests in the said Lands, intended to be inclosed, and paid to such Person or Persons as the said Commissioners, or any Three or more of them shall appoint to receive the same; and in case any Dispute shall arise concerning the Proportion of such Payment, the same shall be settled and determined by a Justice of the Peace for the said County of *Warwick*, not being interested therein, in a summary Way, upon Oath, which he is hereby authorised to administer. And in case any of the Proprietors shall refuse or neglect to pay his, her, or their Share or Proportion, when thereto required by the said Commissioners, or any Three or more of them, by a Notice in Writing, to be affixed on the Church Door of *Stretton* aforesaid, for that Purpose, signifying

Commissioners Fees settled, with the Manner of Recovery of them.

signifying the Time and Place of Payment; which Notice is hereby directed to be affixed at least Fourteen Days before such Payment. Then the said Justice of the Peace, upon Oath made before him of such Notice having been given, and of all or any of the Proprietor or Proprietors having made Default in the Payment of their respective Shares thereof, shall and may, by Warrant under his Hand and Seal, directed to any Person or Persons whatsoever, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking such Distress and Distresses and selling the same. And in case no such Distress and Distresses can be had or taken as aforesaid, it shall and may be lawful for the said Justice, to authorize and empower, by Warrant, under his Hand and Seal for that Purpose, any Person or Persons to enter into and upon the Premises so to be allotted to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents and Profits thereof respectively, until thereby or therewith the Share or Shares, Proportion or Proportions of the said Costs and Charges, so to be directed, awarded and appointed, by the said Commissioners, to be paid by such Person or Persons as aforesaid; and also all Costs, Charges, and Expences, occasioned by, or attending such Entry upon or Perception of the Rents and Profits of the same Premises, shall respectively be fully paid and satisfied.

Expences of
this Act, how
to be defray-
ed.

And it is hereby further Enacted, That all other the Charges and Expences incident to, and attending the obtaining and passing this Act, and of the Surveying, Measuring, Dividing, and Allotting the Lands and Grounds intended to be inclosed as aforesaid, and of Sowing and Planting any of the Fields with Grass-Seeds, and of the preparing and inrolling the said Award or Instrument, and other necessary Expences of the several Persons to be employed by the said Commissioners, or any Three or more of them, either before or after their executing their said Award in and about the Premises, shall be paid, borne, and defrayed by the Owners and Proprietors, and Persons interested of and in the said Lands and Grounds, so intended to be inclosed (other than and except the said Vicar of *Stretton* aforesaid, and his Successors) in Proportion to their respective Shares, Interests, and Properties therein, at such Time and Times, and in such Proportion and Proportions as the said Commissioners, or any Three or more of them, shall either before or after their executing the said Award, by a Notice or Notices in Writing, under the Hands of the said Commissioners, or any Three or more of them, to be affixed on the Church Door of *Stretton* aforesaid; which Order and Notice is hereby directed to be affixed at least Fourteen Days before the Time of such Payment; and that in case any of the Persons aforesaid, shall refuse or neglect to pay his, her, or their Share or Shares, or Proportion or Proportions, of such

such Charges or Expences, within the Time or Times to be limited by the said Commissioners, or any Three or more of them, to such Person or Persons as they shall appoint to receive the same; then the said Commissioners, or any Three or more of them, shall and may, by Warrant under their Hands and Seals, directed to any Person whatsoever, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking and making such Distress or Distresses, and selling the same; and in case no such Distress or Distresses can be had or taken as aforesaid, it shall and may be lawful to and for the said Commissioners, or their Successors, or any Three or more of them, or any other Person to be authorized by them, to enter into and upon the Premises so to be allotted to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents and Profits thereof, respectively, until thereby or therewith the Share or Shares, Proportion or Proportions of the said Costs and Charges, so to be directed, awarded, and appointed by the said Commissioners, to be paid by such Person or Persons as aforesaid; And also all Costs, Charges, and Expences occasioned by, or attending such Entry upon, or Perception of the Rents and Profits of the same Premises, shall respectively be fully paid and satisfied.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, or their Successors, or any Three or more of them, do, and shall, and they are hereby required to give publick Notice, in the Parish Church of *Stretton* aforesaid, upon *Sunday*, immediately after Divine Service, of the Time and Place of the first Meeting of the said Commissioners, for the executing of the Powers hereby vested in them, at least Fourteen Days before such Meeting, and shall also give the like Notice of Six Days of every subsequent Meeting, for putting in Execution the Powers vested in them, by this Act, in the Parish Church aforesaid, Meetings by adjournment only excepted.

Fourteen
Days Notice
of the first,
and Six for
the other
Meetings.

Provided always, and be it further Enacted, by the Authority aforesaid, That all and every the Quit-Rents issuing out of, or due and payable to the Lord or Lords of the Manor of *Princethorp* aforesaid, for the Time being, in respect of any Lands of the Owners and Proprietors in the Common Field, Common Pastures, and Commonable Lands of *Princethorp* aforesaid, or in any of them, shall, after making the Award or Instrument herein beforementioned, in Manner as aforesaid, be payable out of, and charged upon such Parts and Shares of the same, as to the Owners and Proprietors shall be therein respectively allotted and set forth, in lieu of their respective former Lands; and from that Time the said Persons shall not (in respect of their former Lands) be

New Allot-
ments to be
subject to
Quit-Rents to
the Lords of
the Manor.

subject

subject or liable to, or chargeable with the future Payment of such Quit-Rents.

Limitation of
Actions in
Law and
Equity, and a
Power for De-
fendants to
plead the Ge-
neral Issue,
and to give
this Act, and
the special
Matter in
Evidence.

And be it further Enacted, by the Authority aforesaid, That every Action which shall be brought, or commenced against any Justice or Justices, Commissioner or Commissioners, Peace Officer or Officers, or other Person or Persons, for any Matter or Thing done or committed, by Virtue of, or under this Act, shall be commenced within Six Months next, after the Fact committed, and not afterwards, and shall be laid or brought in the County where the Matter in Dispute shall arise, and not elsewhere; and that no Action or Suit shall be had or commenced; nor shall any Writ be sued out, or Copy of any Writ be served upon any Person or Persons, for any Thing done in the Execution of this Act, until Seven Days after a Notice in Writing shall have been given to, or left for him, or them, at his, or their usual Place of Abode, by the Attorney for the Party intending to commence such Action; which Notice in Writing shall contain the Name and Place of Abode of the Person intending to bring such Action, and also of his Attorney, and likewise the Cause of Action or Complaint. And any Person or Persons against whom such Action is intended to be brought, shall be at Liberty, and may by Virtue of this Act, at any Time within Seven Days after any such Notice, shall have been given to, or left for him or them, to tender, or cause to be tendered, any Sum or Sums of Money, as Amends for the Injury complained of to the Party complaining, or to the Attorney named in such Notice; and if the same is not accepted of, the Defendant, or Defendants, in any such Action or Actions may plead such Tender, in Bar of such Action or Actions, together with the General Issue, or any other Plea, with Leave of the Court in which the Action shall be commenced. And if upon Issue joined upon such Tender, the Jury shall find the Amends tendered to have been sufficient, they will find a Verdict for the Defendant or Defendants; and in every such Case, or if the Plaintiff shall become Non-suited, or discontinue his Action, or if Judgment shall be given for the Defendant or Defendants, upon Demurrer, or if any Action or Suit shall be brought after the Time limited by this Act for bringing the same, or shall be brought in any other County or Place than as aforesaid; then, and in any such Case, the Jury shall find for the Defendant or Defendants, and the Defendant or Defendants shall be intitled to treble Costs: But if the Jury shall find that no such Tender was made, or that the Amends tendered were not sufficient, or shall find against the Defendant or Defendants on any Plea or Pleas by him or them pleaded, they shall then give a Verdict for the Plaintiff, and such Damages as they shall think proper; and the Plaintiff shall thereupon recover his Costs against any such Defendant or Defendants.

And be it further enacted, by the Authority aforesaid, That if any Action or Suit be commenced against any Person or Persons, for any

any
dan
giv
ther
thor
Ver
Plai
dant
upon
Defe
trebl
fend
for F

A
every
any
by Y
Mon
Awa

P
Decl
conga
Inter
Man
Lim
Heath
any P
the S
Mano
every
Time
Servic
Right
respec
than a
as can
as Lo
in as f
as he
before

Sa
MA
Perfor
Heirs.

any Thing done in Pursuance of this Act, the Defendant or Defendants, in any such Action or Suit, may plead the General Issue, and give this Act, and the special Matter in Evidence at any Trial to be had thereupon; and that the same was done in Pursuance, and by the Authority of this Act: And if it appear so to have been done, or if a Verdict shall be recorded for the Defendant or Defendants, or if the Plaintiff shall be Non-suited, or discontinue his Action after the Defendant or Defendants shall have appeared; or if Judgment shall be given upon Verdict or Demurrer, against the Plaintiff or Plaintiffs, the Defendant or Defendants in every such Action, shall and may recover treble Costs, and have the like Remedy for the same, as any Defendant or Defendants shall and may have in other Cases, by Law, for Recovery of his, her, or their Costs.

And be it further Enacted, by the Authority aforesaid, That every Suit which shall be commenced in any Court of Equity, against any Person or Persons, for any Matter or Thing done or committed by Virtue of, or under this Act, shall be commenced within Six Months after the said Commissioners shall have executed their said Award, and not afterwards.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforesaid, That nothing in this Act contained, shall prejudice, lessen, or defeat, the Right, Title, or Interest, of any Lord or Lords of the Manor or Manors, or reputed Manor or Manors, Lordship or Lordships, within the Jurisdiction or Limits whereof, the said Open and Common Field, Common Pastures, Heath, and Commonable Lands, hereby directed to be inclosed, or any Part thereof, are situate, lying, and being, or comprized of and to the Seigniories and Royalties, incident or belonging to such Manor or Manors, or reputed Manor or Manors, respectively; but that all or every such Lord or Lords for the Time being, shall and may from Time to Time, and at all Times hereafter, hold and enjoy all Rents, Services, Courts, Perquisites, and Profits of Courts, and all other Rights, Royalties, and Privileges, to the said Manors or Lordships respectively incident or appendant, belonging or appertaining (other than and except such Common Pastures, or other Rights of Common, as can or may be claimed, by or belonging to him or them respectively) as Lord or Lords of any such Manor, or reputed Manor, respectively, in as full, ample, and beneficial Manner, to all Intents and Purposes, as he or they respectively might have held and enjoyed the same, before the passing this Act, or in case the same had never been made.

*Saving Clause
to the Lords
of the Manor.*

Saving always, To the KING's Most EXCELLENT *General Saving Clause.*
MAYESTY, his Heirs and Successors, and to all and every other Person or Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, all such Estate,
Right,

